



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-070974-24

In the matter of: BASEMENT APARTMENT, 85 CIRCLEWOOD
DR
ST THOMAS ON N5P0B2

Between: Sophia Stanberry Landlord

And

Danielle Grant Tenants
Sean Smith

Sophia Stanberry (the 'Landlord') applied for an order to terminate the tenancy and evict Danielle Grant and Sean Smith (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Sophia Stanberry (the 'Landlord') also applied for an order requiring Danielle Grant and Sean Smith (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on April 21, 2026.

The Landlord's Legal Representative, Thomas Schoenleber and the Landlord attended the hearing.

As of 9:54 am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Amending the Application:

1. The Landlord's Legal Representative requested an amendment to the application to reflect a new damage amount of \$10,674.81. The amended application was filed with the Board on April 14, 2026. He also provided a copy of the Certificate of Service that the amended application was served by email to both Tenants on April 14, 2026.
2. At the hearing that was adjourned on February 12, 2026, the Presiding Member granted service by email to the Tenants.
3. The Landlord has communicated with the Tenants by email throughout the course of the tenancy.
4. I consented to the amendment of the application amending the damage amount from \$2,507.42 to \$10,674.81.
5. At the hearing the Landlord requested a further amendment to the application removing the amount of \$1,277.57 from the application for replacement furniture as found on the spreadsheet of damages. DOC-7285005, Page 1-3.
6. As there is no prejudice to the Tenants to remove this line item and amend the application to a lesser amount, I granted the request to amend.
7. The application was amended from a damage amount of \$10,674.81 to \$9,397.24.

Preliminary Issue:

8. On the Landlord's amended application, the Landlord is claiming there were items missing from the rental unit when the Tenants vacated and presumably the Tenants took these items when they vacated. The items the Landlord was claiming were as follows:
 - Grey recycling bin, \$49.50
 - Blue recycling bins x2, \$51.93
 - Winter mat \$33.89
 - Pail, \$7.90
 - Mop, \$22.50
 - Broom and sweeper, \$15.81
9. At the hearing I advised the Landlord that I am not satisfied the removal of the above items from the rental unit are for the repair or replacement of damaged property. Rather the costs are associated with substantial interference with the landlord's reasonable enjoyment or lawful right, privilege or interest, and the Landlord incurred out-of-pocket expenses as a result of the conduct. This type of out-of-pocket expense could have been claimed under section 88 (1) of the Act. Therefore, I am denying the Landlord's claim under section 89 of the Act.

Background:

10. The Tenants were in possession of the rental unit when the application was filed on September 1, 2024.
11. The Tenants vacated the rental unit on October 1, 2024.

Determinations:

12. The Tenants are no longer in possession of the rental unit. Therefore, I do not need to consider the Landlord's notice of termination, and the application will proceed on a damage only claim.
13. As explained below, the Landlord has proven some of the claims for compensation in the application.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

15. The Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord alleges damage to the alarm panel, dining room chairs, ottoman bench, concrete down spout, rear yard, broken latch, blinds on entrance door, light switch cover plates, grey sectional and ottoman, plumbing service charge, accent piece, faux wood blinds, fabric sofa bed, damages to walls, baseboards, caulking in shower, broken closet door, broken door frame for storage room, removal of smoke and fire alarm.
16. The Landlord has incurred reasonable costs of \$5,047.51 to repair and replace the damaged property.

Landlord's Uncontested evidence

17. The Landlord testified the rental unit was being rented as a fully furnished unit to the Tenants.
18. The tenancy beginning in May 2023.
19. She testified the Tenants were evicted by order LTB-L-035702-24, and she believes that some of the damage may have been done because of the Tenants being upset about being evicted.

Alarm Panel

20. The Landlord testified there are four surveillance cameras that were installed at the rental unit and the cameras belonged to the Landlord. She testified the Tenants cut off the wires

to two of the surveillance cameras. The Landlord is claiming a fee for a 12-month period for the monitoring of these cameras as she was paying for the monitoring, however it was only monitoring two of the four cameras. The Landlord is claiming \$684.78, which represents a monthly fee of \$50.50 plus HST for the period of 12 months. She provided a photograph showing the wire had been cut from two cameras that she took in October 2023. DOC- 7285005, Page 9.

21. She provided copies of the Telus bill showing the monthly fee for the monitoring of the cameras. DOC-7285005, page 34-41.

Dining Room Chairs

22. The Landlord testified she had purchased four new dining room chairs which were approximately 6 months old when the Tenants moved into the rental unit and in great condition. She testified the Tenants damaged all four chairs and the bases were rusted as the Tenants would take them outside. She testified there were burn marks and scratches on the chairs and some of the frames were broken. The material of the dining room chairs is flex leather. She provided a photograph of the chairs showing rust on the bottom metal frame, broken frame on one of the chairs, tears, rips, scratches and burn marks. The Landlord is claiming the amount of \$447.48, which represents a replacement cost of \$99.00 per chair plus HST. She testified she took this photograph shortly after the Tenants vacated. DOC-7285005, Page 20.
23. The Landlord has replaced the dining room chairs.
24. At the hearing she provided a copy of an Airbnb link for the rental unit as after the Tenants vacated she decided to start renting it on Airbnb. The photos show the dining room chairs have been replaced.
25. The Landlord provided an invoice from Leons showing four new dining room chairs were purchased at \$84.15 per chair, for a total of \$336.60 plus HST, being \$380.36. DOC-7285005, Page 45.

Ottoman Bench

26. The Landlord testified the Tenants damaged an ottoman bench. She testified the ottoman bench was approximately 6.5 years old. She testified the Tenants had a cat and a dog and the ottoman bench was stained with dirt and saturated with urine. The Landlord is claiming \$223.54 for the replacement cost of the ottoman. She provided a photograph showing substantial staining on the ottoman. DOC-7285005, Page 17.
27. As of the date of the hearing the Landlord has not yet replaced this item.
28. She provided a listing from Bed Bath and Beyond showing the replacement costs of a very similar ottoman in the amount of \$197.82, plus HST, being \$223.54. DOC-7285005, Page 14.

Concrete Down Spout

29. The Landlord testified there was a concrete portion of a down spout that would take water away from the home, and it was always in good working order, she believes the Tenants broke this intentionally after they were evicted from the rental unit. She is claiming the amount of \$38.41 to repair or replace. She provided a photograph showing the down spout cracked in half. DOC- 7285005, Page 33.
30. The Landlord did not provide a copy of an invoice for the repair or copies of any receipts showing the replacement costs.

Rear Yard

31. The Landlord testified that approximately 80% of the yard had grass ruined and was discoloured due to pet urine. She also testified the Tenants dog dug large holes in the yard. She provided photographs that show extensive discolouration to the grass as well as large holes in the yard. She personally took these photos in June 2024 from her deck as she lives in the upper unit of the rental unit. The landlord is seeking \$452.00 to repair the yard. DOC-7285005, Page 26-28.
32. She provided an invoice from Keat's Lawn Care in the amount of \$655.40. This invoice represents topsoil install; grass seed install and fertilize. DOC-7285005, Page 13.

Broken Latch

33. The Landlord testified after the Tenants were evicted they broke a latch part on the gate in the fence in the rear yard. She testified she does not use that gate for entrance. She is seeking \$32.35 for the replacement part.
34. The Landlord provided a copy of a receipt from Home Hardware for the replacement parts to fix the broken latch on the gate in the amount of \$32.35. DOC- 5046407.

Blinds on Entrance Door

35. The Landlord testified when the Tenants moved into the rental unit there were blinds that covered the glass door on the main entrance door to their rental unit, and these blinds were damaged. She states that instead of replacing the blinds she opted for a less expensive option and put a frosted film over the glass instead. She is seeking \$39.97 for the cost of the frosted film.
36. At the hearing she provided a copy of the Airbnb link as after the Tenants vacated she decided to start renting it on Airbnb. The photos show there is a frosted film on the main entrance door.
37. The Landlord did not provide a copy of a receipt or invoice for the costs of the frosted glass film.

Light Switch Cover Plates

38. The Landlord testified that two electrical light fixture switches were damaged as the Tenants removed the plate covers in the bedroom and kitchen. The Landlord is seeking \$4.50 for the replacement of these covers. She provided photographs showing the missing covers. DOC-7285005- Page 30.
39. She provided a screen shot of the cost to replace the light switch covers, showing a replacement costs of \$1.99 per cover. She believes she ended up buying them at Home Depot or Canadian Tire. DOC-7285005, Page 15.

Grey Sectional and Ottoman

40. The Landlord testified the Tenants damaged the grey sectional sofa and matching ottoman. She testified they were approximately 7.5 years old when the Tenants moved in and were in good condition. She testified there were rips, tears and scratches on both pieces of furniture as well as being saturated in pet urine. She testified the smell was atrocious coming from this furniture. She testified that it was not possible to have them cleaned due to the smell and that the rips, tears and scratches were beyond repair. She is seeking a replacement cost of \$2,632.89 for the sectional and \$937.89 for the ottoman. She provided photographs that show, rips, tears and scratches as well as stained soiled areas. DOC-7285005, Page 22-23.
41. As of the date of the hearing the Landlord has not yet replaced these items and instead replaced the sectional with a chair. The Landlord is now renting the unit as an Airbnb and took the approach of more minimal furnishings inside the unit.
42. She provided a listing from Wayfair of a sectional couch which appears to be somewhat similar to the sectional couch that was located at the rental unit. DOC- 7285005, Page 16. The cost of this couch on Wayfair is \$2,329.99 plus HST, being \$2,632.88.
43. She provided a listing from Wayfair of an upholstered ottoman that appears similar to the one that was located at the rental unit. The cost of this ottoman is \$829.99, plus HST, being \$937.89. DOC-7285005, Page 46.

Plumbing Service Charge

44. The Landlord testified she had to arrange for a plumber to attend the rental unit and the Tenants failed to provide access to the plumber and she was charged a service fee of \$205.66. She is seeking reimbursement of this cost.
45. The Landlord provided a copy of the invoice for the plumbing service charge. DOC-5046259.

Accent Piece- Family

46. The Landlord testified the Tenants broke a decorative accent piece that says Family that sits on top of a faux marble base. She provided a photograph of the accent piece that shows the base is cracked in half. DOC 7285005, Page 18. She states the accent piece was approximately 8 months old when the Tenants moved in. She states even if she glued it back together it would still look broken. She is seeking the amount of \$33.89 to replace.
47. As of the date of the hearing the Landlord had not replaced this item.
48. The Landlord states the replacement cost she is seeking is the average price for something similar to replace where she bought it being Winners.

Faux Wood Blinds

49. The Landlord testified when the Tenants moved into the rental unit there were faux wood blinds in the kitchen and the living room. She states they were approximately 1.5 years old when the Tenants moved into the rental unit. She states there was so much grime on the blinds, and she tried to wash them but was unsuccessful. She also testified there were also dog bites on the blinds. She provided a photograph of the blinds that show the blinds in a very dirty state and small cracks. DOC-7285005, Page 19. She is seeking a replacement fee of \$262.14
50. The Landlord did not provide a copy of an invoice or receipts for this item.

Fabric Sofa Bed

51. The Landlord testified the fabric sofa bed was approximately 6 months old when the Tenants moved in and was in great condition. She testified the Tenants damaged the couch and it was extensively scratched and was saturated with pet urine. She provided a photograph of the couch that shows the couch is extensively scratched which appears may have been caused by a cat, it also shows staining on the couch. DOC-7285005, Page 24. She is seeking a replacement cost of \$1,468.95.
52. As of the date of the hearing the Landlord has not yet replaced this item.
53. She provided a copy of an add for a sofa bed couch from the Brick which looks very similar to the sofa bed couch that was in the rental unit. DOC-7285005, Page 44. The replacement cost of this sofa bed is \$1,299.95 plus HST, for a total of \$1,468.95.

Walls and Baseboards

54. The Landlord testified there was damage to the walls due to the Tenants smoking inside the rental unit and the whole unit required painting due to the discolouration of the walls due smoking. She also testified there was extensive damage to the walls and baseboards in the kitchen and living room with hole sin the walls. She provided a photograph of the damaged walls which show a large, damaged area and damaged baseboard. This

photograph also shows the discolouration on the walls. DOC-7285005, Page 25. She is seeking costs in the amount of \$1,200.00

55. At the hearing she provided a copy of the Airbnb link as after the Tenants vacated she decided to start renting it on Airbnb. The photos show the walls in the rental unit in great condition and freshly painted.
56. The Landlord testified she does not have an invoice for this repair as she paid the handyman cash to keep the costs down and therefore was not provided a receipt.

Caulking in shower, broken closet door, broken door frame for storage room.
Removal of smoke and CO2 alarm

57. The Landlord testified there was damage to caulking in the shower, a broken closet door in the bedroom and a broken door frame to the storage room that was caused by the Tenants trying to remove the door frame to get access to this room that they did not have access to and they removed the smoke and CO2 detectors. She provided a photograph of the broken closet door, broken storage room door frame, missing CO2 and smoke detectors, damaged caulking in shower. DOC-7285005, Page 11,21,29,31,32. She is seeking costs in the amount of \$500.00.
58. At the hearing she provided a copy of the Airbnb link as after the Tenants vacated she decided to start renting it on Airbnb. The photos show the shower caulking has been replaced and the door frame to the storage room has been replaced.
59. The Landlord testified she does not have an invoice for this repair as she paid the handyman cash to keep the costs down and therefore was not provided a receipt.

Analysis

60. Under section 89 of the Act, a Landlord may apply to the Board for an order requiring a tenant to pay the reasonable costs that the Landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of the damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or residential complex and the tenant is in possession of the rental unit.
61. I find that where a rental unit is provided as a furnished unit, the furnishings are included as part of the tenancy. As such the damage those furnishings are properly considered damages to the rental unit.

Alarm Panel

62. While I accept the Tenants cut the wires to two of the surveillance cameras, the Landlord is seeking reimbursement of a monitoring fee for a 12-month period as she was only able to monitor two of the four cameras. I do not find this fee to be for damages but rather the costs are associated with substantial interference with the landlord's reasonable enjoyment or lawful right, privilege or interest, and the Landlord incurred out-of-pocket expenses as a

result of the conduct. This type of out-of-pocket expense could have been claimed under section 88 (1) of the Act. Therefore, I am denying the Landlord's claim under section 89 of the Act.

Dining Room Chairs

63. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the four dining room chairs. I find a landlord should expect some normal wear and tear on furnishings that are included with the rental unit; however, I do not find this damage to be normal wear and tear. The chairs were only 6 months old when the Tenants moved in.
64. I am granting the Landlords request in the amount of \$380.36. This was the amount the Landlord paid to replace the 4 dining room chairs at Leons. The Landlord claimed a higher amount of \$447.48, being \$99.00 per chair, however the Leons receipt shows the chairs being 84.15 per chair. I also note the dining room chairs were only 6 months old when the Tenants moved in and were in nearly new condition. I am satisfied that this represents the reasonable out of pocket expenses that the Landlord incurred to replace the dining room chairs.

Ottoman Bench

65. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the bench ottoman. The photograph shows substantial staining on the ottoman. I find a landlord should expect some normal wear and tear on furnishings that are included with the rental unit; however, I do not find this damage to be normal wear and tear. The ottoman at the time the Tenants moved in was approximately 6.5 years old.
66. While I find the Tenants are responsible for the damage to the ottoman, it was approximately 6.5 years old at the time the damage. I have considered the age, condition and expected lifespan of the ottoman in determining the appropriate depreciated value. I find the approximate life span of the ottoman to be 10 years. Therefore, the remaining lifespan of the ottoman would be approximately 3.5 years. I find it appropriate to award a 35% replacement cost.
67. Therefore, I am granting an amount of \$78.24 for the replacement cost.

Concrete Down Spout

68. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the concrete down spout.
69. While the Landlord did not provide a receipt or invoice for this repair, I find that the amount the Landlord is claiming is a reasonable amount to repair/replace this damage.
70. I am granting the Landlords request in the amount of \$38.41.

Rear Yard

71. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the grass in the rear yard and allowed their dogs to dig large holes in the rear yard.
72. I find there is always going to be minimal damage to grass in the yard where the Tenants dog urinates and this is considered normal wear and tear. However, there was a very large area of the yard where the grass was ruined and large holes in the yard where the dogs had dug holes.
73. The Landlords invoice shows an amount of \$655.40; however, I am only granting the Landlords request in the amount of \$452.00. I am satisfied that this represents the reasonable out of pocket expenses that the Landlord has incurred to repair the damaged grass and holes in the rear yard.

Broken Latch Part

74. I am persuaded by the Landlords uncontested testimony and evidence the Tenants damaged the latch on the gate in the fence.
75. I am granting the Landlords request in the amount of \$32.35. I am satisfied that this represents the reasonable out of pocket expenses that the Landlord has incurred to repair the damaged latch on the gate.

Blinds on Entrance Door

76. I am not persuaded by the Landlord's testimony that there were blinds on the main entrance door that were damaged. While I accept the Landlord provided a photograph that shows a frosted film on the main entrance door that she states she on the door instead of replacing the damaged blinds, the Landlord did not provide any photographs of the damaged blinds.
77. Further, the Landlord did not provide any invoices or receipts for the frosted glass film.
78. Therefore, I will not be awarding damages for the blinds on the entrance door.

Light Switch Plate Covers

79. I am persuaded by the Landlords uncontested testimony and evidence the Tenants removed the plate covers to two electric light switches.
80. I am granting the Landlords request in the amount of \$4.50. I am satisfied that this represents the reasonable out of pocket expenses that the Landlord has incurred to replace the light switch covers.

Grey Sectional and Ottoman

81. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the grey sectional and ottoman. The photographs show rips, tears and scratches on both pieces of furniture as well as being saturated in pet urine. I find a landlord should expect some normal wear and tear on furnishings that are included with the rental unit; however, I do not find this damage to be normal wear and tear.
82. While I find the Tenants are responsible for the damage to the grey sectional and ottoman, it was approximately 7.5 years old at the time the damage. I have considered the age, condition and expected lifespan of the sectional and ottoman in determining the appropriate depreciated value. I find the approximate life span of these items to be 10 years. Therefore, the remaining lifespan of the items would be approximately 2.5 years. I find it appropriate to award a 25% replacement cost.
83. Therefore, I am granting an amount of \$892.70 for the replacement cost.

Plumbing Service Charge

84. While I accept the Tenants denied the plumber entry to the rental unit and the Landlord was charged a service fee, I do not find this fee to be for damages but rather the costs are associated with substantial interference with the landlord's reasonable enjoyment or lawful right, privilege or interest, and the Landlord incurred out-of-pocket expenses as a result of the conduct. This type of out-of-pocket expense could have been claimed under section 88 (1) of the Act. Therefore, I am denying the Landlord's claim under section 89 of the Act.

Accent Piece- Family

85. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the accent piece that says Family. The photographs show the base of the accent piece has been broken in half.
86. The Landlord did not provide any evidence on a replacement cost of this item other than it is the approximate value if she was to replace it at Winers.
87. Therefore, I will not be granting an amount of \$33.89 for the replacement cost.

Faux Wood Blinds

88. I accept the Landlords uncontested testimony and evidence the faux wood blinds were extremely dirty and covered in grime. The photograph shows a very small crack which the Landlord alleges is from the dog biting the blinds. Other than the blinds being dirty, the photograph does not show damage. I am not persuaded by the Landlord that the grime on the blinds could not be removed by scrubbing them.
89. Further, the Landlord did not provide any invoices or receipts for the replacement of these blinds.

90. Therefore, I will not be awarding damages for the faux wood blinds.

Fabric Sofa Bed

91. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the fabric sofa bed. The photographs show large scratches and soiled stained areas. I find a landlord should expect some normal wear and tear on furnishings that are included with the rental unit; however, I do not find this damage to be normal wear and tear. The sofa bed was only 6 months old when the Tenants moved and in nearly new condition.

92. I am granting the Landlords request in the amount of \$1,468.95. This is the reasonable amount the Landlord will incur to replace the sofa bed that was only 6 months old when the Tenants moved in. I am satisfied that this represents the reasonable out of pocket expenses that the Landlord will incur to replace the sofa bed.

Walls and Baseboards

93. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the walls and baseboards. I find the rental unit needed to be painted throughout as the walls were discoloured likely due to the Tenants smoking inside. Also, there was extensive damage to the walls in the kitchen and living room.

94. I accept the Landlord does not have a receipt as she paid the handyman cash so that she could keep the cost of the repairs as low as possible.

95. I am persuaded by her photographs from the Airbnb ad after the Tenants vacated that walls and baseboard in the rental unit had been repaired and the rental unit was painted throughout.

96. I am granting the Landlords request in the amount of \$1,200.00. I am satisfied that this represents the reasonable out of pocket expenses that the Landlord incurred to repair the damages to the walls and baseboard throughout the rental unit.

Caulking in shower, broken closet door, broken door frame for storage room. Removal of smoke and Co2 alarm

97. I am persuaded by the Landlords uncontested testimony and evidence that the Tenants have damaged the caulking in the shower, broke the closet door and door frame to the storage room and removed the smoke and CO2 alarm.

98. I accept the Landlord does not have a receipt as she paid the handyman cash so that she could keep the cost of the repairs as low as possible.

99. I am persuaded by her photographs from the Airbnb ad after the Tenants vacated that the photos show the shower caulking has been replaced and the door frame to the storage

room has been replaced. I accept the Landlords testimony the closet door was fixed and the fire and Co2 detectors were replaced.

100. I am granting the Landlords request in the amount of \$500.00. I am satisfied that this represents the reasonable out of pocket expenses that the Landlord incurred to repair the caulking in the shower, replace broken closet door, repair door frame and replace smoke and C02 detectors.

It is ordered that:

1. The Tenants shall pay to the Landlord \$5,047.51, which represents the reasonable costs of repairing the damage **and** replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenants owe the Landlord is \$5,233.51.
4. If the Tenants does not pay the Landlord the full amount owing on or before May 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 10, 2026, at 4.00% annually on the balance outstanding.

April 28, 2026
Date Issued

Trish Carson

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.